
LETTER
OF
ABNER LACOCK,

In answer to the report of

JAMES S. STEVENSON,

ADDRESSED TO THE

HON. DAVID SCOTT, ESQ.

PRESIDENT OF THE BOARD OF CANAL COMMISSIONERS,

MARCH, 1830.

FROM

ABNER LACOCK,

LATE ACTING CANAL COMMISSIONER ON THE WESTERN
DIVISION OF THE PENNSYLVANIA CANAL,

TO THE

HON. DAVID SCOTT, ESQ.

PRESIDENT OF THE BOARD OF CANAL COMMISSIONERS,
OF PENNSYLVANIA.



This Letter was occasioned in consequence of a Report from
JAMES S. STEVENSON, the present Acting Canal Commis-
sioner of the Western Division of the Pennsyl-
vania Canal, made to the Board on
the 9th of December, 1829.



PITTSBURGH.



"STATESMAN"--PRINT.

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1830.

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TO THE
HON. DAVID SCOTT, ESQ.

PRESIDENT OF THE BOARD OF CANAL COMMISSIONERS.

SIR,

I REG leave to call your attention to a report, made by James S. Stevenson, to the Canal Board, on the 9th of December, 1829, and which has recently made its appearance in pamphlet form and in some of the public papers of this neighbourhood. The style and matter of this report are of such exceptionable character, that I feel bound to appeal from the malice and mystification of this public accuser to the present board, and, through them, to my fellow citizens.

The object and design of Mr. Stevenson appears to have been to traduce, discredit, and criminate his predecessor, and those heretofore associated with him in office, rather than to give any thing like correct information to the public, or the Board of Canal Commissioners. Mr. Stevenson states, in the outset, that *before* he assumed the duties of the office, "He was aware that in the event of his acceptance, (of the duties of his office,) whatever of *humble* reputation he possessed, must be *hazarded* on the success of his course," &c. And to me it appears truly unfortunate for the gentleman, that no course presented itself by which his sinking fame could have been sustained, or built up, but upon the ruin of others. In one point of view the extra-official report of Mr. Stevenson is entitled to public notice. A public officer, *acting under oath*, so seldom disregards his obligations to his God and his country, that the accusations of Mr. Stevenson may be received abroad for fact, when they set both truth and fact at defiance. He appears to have had but one object in view; that is, to villify and abuse his predecessor in office, and those who were, with him, in the public employ. How far he may be able to effect the object in view, by the course taken, is not for me to say. Should he, however, succeed to the extent of his wishes, I shall surely not envy him the peculiar pleasure of such a triumph—nor so far lose sight of what is due to myself and the public, as to follow an example forbidden by every rule of honor, and condemned by every principle of justice and decency.

I shall, therefore, in the following remarks, confine myself to a statement of *facts*, and a few explanatory observations, with a view of correcting the numerous misrepresentations and unfounded assertions made by Mr. Stevenson in his report to the Board of Canal Commissioners—a report every way un-

called for, from an honest and upright public officer; whose duty it is to state facts, report correctly, and to be above malice and ill-will.

The first complaint made to the Board over which you preside, is, that his predecessor in office did not, *in time*, deliver to him the books, papers and documents, &c. connected with the office; and that he finally withheld at least some, that should have been returned to him, *as public property*.

The *facts*, in relation to this branch of the report, as he well knows, are these: My time of service, as Acting Canal Commissioner, expired on the first day of June, 1829. Having previously had the charge of the whole line, (146 miles,) and having, by the co-operation of honest, vigilant, and efficient engineers, and persevering and faithful contractors, prepared for navigation, in a little more than two seasons, (and both unfavorable,) the line between Pittsburgh and the Blairsville Dam, about 75 miles, I felt anxious to remain on the line, until the workmanship and safety of the works were fairly tested by letting in the water.

The river navigation was closed, and several suits for damages, against me, had been brought by individuals, pretending that they had been seriously injured in consequence of the erection of the dams in the Kiskiminitas, authorized by the Board. Besides, it *was* necessary to defer, in part, payment on the Ligonier line, to a late period in May, 1829, in order that the contractors might suffer no inconvenience from the probable delay likely to ensue from a new organization of the Canal Board. These considerations induced me to remain on the lines as long as possible, preparatory to my meeting the Board, for the last time; and I allowed myself, as you well know, only time to reach Harrisburgh, a day or two previous to the first of June, (the 27th May.)

The Clerk of the Western Division, (Mr. *R. L. Keen*) having preceded me a few days, with "all the books, papers, accounts, documents, &c." necessary to enable me to close my accounts with the Auditor General, as Acting Canal Commissioner, I was principally engaged in that duty from the time of my arrival at Harrisburgh, until the new Board was organized. And here I would remark, (because it is perfectly within the knowledge of Mr. Stevenson himself,) that the Western Division, having been put under contract *at five different times*, it became necessary that the accounts of *canal letting* on the lines should be kept separate; and, in addition to these different lettings, the engineer department was under a separate head, on each partition of the line; and in this manner the accounts were taken up and settled by the Treasury Department.

Having, previous to the first of June, 1829, taken up, settled, and received the money for a part of the accounts on seven-

ral of the lines, and the balance of the accounts being in possession of Alex. Mahon, Esq. State Treasurer, I was told by him, on the 3d of June, 1829, that he had "*strong doubts*" of the propriety of proceeding any further with the settlement of my accounts, or paying over any more money to me, as Canal Commissioner, as I was then, *by law*, out of office. As I had previously issued certificates to contractors for about \$150,000, this information, coming from so important an officer of the commonwealth, gave me some alarm; and I requested Mr. Treasurer Mahon to step along with me into the Auditor General's office—with which request he promptly complied. In the Auditor General's office, in presence of Mr. MANN, and the Clerks of his office, Mr. MAHON repeated his "*strong doubts*," as to the propriety of paying me any more money, as Acting Canal Commissioner, or of proceeding further to settle my accounts—adding, "*that there had been objections made to his doing so.*" In presence of Mr. Mann, and the Clerks of his office, I asked Mr. Mahon to state, if he pleased, *by whom the objections were made.* He stated expressly, in reply, that *the objections had been made by Mr. James S. Stevenson himself*, who felt bound, as he stated, to make such objections, *as my successor in office!* It is not necessary here to remark any further, on this part of Mr. Stevenson's conduct towards me—because it shews sufficiently that he commenced his career with that species of unfriendly feeling towards me, as his predecessor, which no gentleman would entertain, which no public officer would countenance, and which has heretofore had no example, as I know of, in Pennsylvania.

On the 11th of June, 1829, I received from Mr. Stevenson the following letter:—

"*Harrisburgh, June 11th, 1829.*"

"ABNER LACOCK, Esq.

"SIR:—Having accepted the appointment, and entered upon the duties, of Acting Canal Commissioner, upon the Western Division of the Pennsylvania Canal, I enclose to you a copy of a resolution of the Board of Canal Commissioners of Pennsylvania, by which I am authorized and directed to demand and receive from you, as my predecessor in office, all books, documents, papers, and other things, pertaining to the office of Canal Commissioner on the Western Division of the Pennsylvania Canal.

"As the possession of all the books, documents, &c. pertaining to the office, is essential to me in discharge of my official duties, I request you to fix a time and place, when and where you will comply with the enclosed resolutions of the Board. You are aware how necessary it is that I should be in possession of these books, documents, &c. immediately.—

Hence I have thought proper to give you this notice to appoint a time for their delivery, at some place on the Western Division of the Pennsylvania Canal, within seven days from this date.

"Very respectfully,

"Your obt. servt., &c.

"JAS. S. STEVENSON,

"Acting Commissioner Western Division
Pennsylvania Canal.

"N. B. Any communication may be made to me this day at Harrisburgh; subsequently at Pittsburgh."

✂ [ENCLOSURE.]

"CANAL COMMISSIONERS' ROOM,

"June 3d, 1829.

"On motion,

"Resolved, That the Acting Canal Commissioners and Superintendants appointed, or to be appointed, by this Board, be and they are hereby authorized and directed to demand and receive from their respective predecessors, all books, documents, papers, and other things, appertaining to their respective offices.

"Extract from the Journal.

FR. R. SHUNK, *Secy.*"

"CANAL COMMISSIONERS' ROOM,

"June 3d, 1829.

"On motion,

"James S. Stevenson was unanimously appointed Acting Commissioner, upon the Western Division of the Pennsylvania Canal.

"Extract from the Journal.

"FR. R. SHUNK, *Secy.*"

This letter was received by me on the 11th June, 1829, and on the *same day* I transmitted to Mr. Stevenson my answer, as follows:—

"Harrisburgh, June 11th, 1829.

"To JAS. S. STEVENSON, Esq.

"Acting Canal Commissioner, &c.

"SIR:—The resolutions of the Board, covered by a letter from you, that were handed me a short time since, I have examined; and state, in reply, that it will be out of my power to comply with the requisition of delivering the books, papers, &c. in my possession, within the time stipulated—seven days. You are fully aware, that many of the books and papers alluded to are necessary in the settlement of my accounts at the Treasury—and you are, likewise, fully aware, that my accounts have been suspended for the last ten days at the Treasury, and of the cause of that suspension. I will assure you, however, that the

books, papers, documents, &c. that you require, shall be delivered to you, at the Springdale Canal Office, on the line, with the least possible delay after my return to the western country. And I shall be happy in giving you the earliest advise of the time when they will be ready for your reception.

A. LACOCK."

In order that Mr. Stevenson might have a full knowledge of all the circumstances of the case, I conceived it necessary to write to the State Treasurer, Mr. Mahon, the following letter:

"Harrisburg, 12th June, 1829.

DEAR SIR:

It has been more than ten days since my accounts, as Acting Canal Commissioner, have been placed in your hands by the Auditor General, for confirmation. Will you be so good as to inform me at what time I may expect a decision. I have already informed you, and I now repeat, with great solicitude, that the contractors have already suffered greatly for want of the funds necessary to perfect their engagements, and carry on the public works; and you will readily perceive that any farther delay, (funds having been provided,) will be ruinous to the contractors, and very prejudicial to the public interest.

I am, Sir, yours, &c.

A. LACOCK, late A. C. C.

ALEXANDER MAHON, Esq.

Treasurer of Pa."

On the day the above communication was made to the State Treasurer, I received from the Auditor General the following official certificate:—

*"Auditor General's Office,
June 12th, 1829.*

"I do hereby certify, that on the 2d inst. I settled an account for Abner Lacock, late Acting Canal Commissioner of the Western Division of the Pennsylvania Canal, which exhibits a balance in his favor of \$17,674 62—And on the 12th inst. two accounts exhibiting a balance in his favor, amounting to \$59,996 68, which accounts were handed over to the State Treasurer, on the days they bear date, for his revision and approbation.

SEAL OF
OFFICE.

Witness my hand and seal of said office, the day and year aforesaid."

DAVID MANN,

Auditor General."

I had taken the precaution to have the certificate of the Auditor General, not that I deemed it of the least importance as to the final result of the Treasurer's investigations; because

I knew from Mr. Mann's *verbal* communications to me, that he had transmitted the accounts to the 'Treasurer; but, that I might be enabled to show, hereafter, should any difficulty arise, that the delay in the settlement of my accounts, was not in consequence of my own neglect, or that of the Auditor General, whose business habits all persons acquainted with him properly estimate.—But, to this letter, certainly written in a spirit of anxiety with respect to the settlement of *my* accounts, and with a desire to accommodate my successor with “the books, papers, documents, &c.” as soon as possible, Mr. Mahon did not see fit to reply. Being certainly anxious to accommodate Mr. Stevenson with “the books, papers, documents, &c.” I conceived it to be my duty again to call the attention of the Treasurer to the subject, which I did by the following letter:

“Wallace's Hotel, Harrisburg,
14th June, 1829.

DEAR SIR:

“In the note which I had the honor of addressing to you on the 12th inst. I took the liberty of urging an early decision of the question upon which the settlement of my accounts had been suspended in your office, and a request that you would let me know at what time I might expect such decision. To that note I have received no answer. In this state of suspense I am constrained once more to renew my request; and, by way of apology for my increased solicitude, I submit the following facts, in addition to those already represented. My successor in office, Mr. Stevenson, a few days since, immediately before he left this place for the west, served me with a written notice to deliver to him, the books, papers and documents in my possession, *within seven days*. I enclose, for your perusal, a copy of his letter and my answer.—You will discover, by these documents, that Mr. Stevenson, who objected to the settlement of my accounts, as stated to me by you, in the presence of the Auditor General and others, has, at length, seen the necessity of an early decision of this question; upon which, let me repeat, depends not only the fate of many worthy and industrious contractors, to whom the government is indebted, but likewise the primary interest and character of the commonwealth. Flattering myself that I shall have the pleasure of receiving an early answer to this communication,

Your very humble servant, &c.

A. LACOCK, *late A. C. C.*

ALEXANDER MAHON, Esq. *State Treasurer, &c.*”

To this letter, most certainly couched with all the respect which the Treasurer of Pennsylvania could reasonably desire, I received no answer. Why Mr. Treasurer Mahon declined answering my communications to him, on this important subject,

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is unknown to me; and, at this late day, is perhaps not worthy of enquiry.—Sufficient for me, however, to show that I was as anxious as my successor could be, to discharge my public duties, and thus give to him all the advantages which he wished to be placed in. But I could not, in any way, lose sight of the pecuniary interests of those who had entrusted me with the settlement of their accounts, even to gratify the splenetic haste of my successor in office, or the conscientious scruples of Mr. Mahon. Accordingly, after patiently waiting the official movements of the Treasurer for three days longer, I addressed him the following:

“*Wallace’s Hotel, Harrisburg,*
17th June, 1829.”

DEAR SIR:

“From a conversation I had with you, a few evenings since, I found you had some apprehensions that there might be difficulty in furnishing a sufficiency of the untrammelled fund for paying the claims due to the contractors on the Western Division of the Pennsylvania Canal. Upon this subject, you will pardon me for suggesting, that the delay in the settlement of my accounts, occasioned by a difference of opinion in the agents of the government, should not be allowed to prejudice the just claims of those contractors; and that, to whomsoever the duty of paying them may eventually be assigned, it is hoped that their claims will be considered as having a just preference to all other accounts that have been, or may be, laid before you, of a later date.

I am, Sir, yours, &c.

A. LACOCK, *late A. C. C.*

ALEXANDER MAHON, Esq. *Treasurer of Penn’a.*”

In private conversation with the President of the Board of Canal Commissioners, I also explained the unnecessary difficulty which had been thrown in the way of the settlement of my accounts, by Mr. Stevenson: and the publication of the foregoing correspondence, will sufficiently show to every candid and intelligent mind, that I was sincere and active in my endeavors to get my accounts placed in such a situation, as would justify me in delivering over the papers, &c. called for officially by my successor. But the Treasurer of Pennsylvania remained officially dumb—to all my communications to him I received no answer. Affairs then stood in this situation, as the late Governor Shulze well knows. On Saturday, 27th June, 1829, the Governor confirmed my accounts as settled by the Auditor General, Mr. Mann. On the *same* day, I demanded the necessary funds from the State Treasurer, Mr. Mahon, in presence of witnesses. I was told by him, that the responsibility was “awful,” and that he could not decide without time for further

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reflection. On Monday, 29th June, the Treasurer called at my lodgings, about 3 o'clock, A. M. and told me I should have what Canal funds there were in the Treasury, so soon as the office was opened.—I attended at 9 o'clock, and staid until one, P. M. the Treasurer did not attend.—I attended again at 3, P. M. staid until 5 o'clock, and then despatched a special messenger for the Treasurer. After some delay he was found and attended, and about 7 o'clock, P. M. I received draughts for \$32,500.—I started the next morning for Pittsburgh, where I arrived on the 2d of July.

The conduct of the State Treasurer appears, at first view, to be almost unaccountable—but I give, from memory this additional statement—because, it is due to Mr. Mahon, from me, that however Mr. Stevenson may have departed from the strict line of his duty, in the tenor of his report, I should not in the slightest degree attempt to imitate his example.

Mr. Stevenson left Harrisburgh on the 12th of June, 1829, as I was informed by Mr. Mahon, to go by the northern route. From his course, at Harrisburgh, I suspected he would be "*breathing wrath or brewing mischief*"—particularly with the *unpaid* contractors. The books, papers, accounts, &c. being now in the hands of Mr. Stevenson, I trust to my memorandums for this further explanatory statement. I had arrived at Harrisburgh, as I have said, on the 27th of May, 1829. Mr. R. L. Keen, the Clerk, had preceded me a few days. I had then accounts to settle amounting to about \$150,000. On the 30th of May, 1829, my accounts were so far settled as to authorize me to draw \$40,000 00. This sum I received; but out of it \$30,000 00 was trammelled with the condition of paying it to contractors, and was sent in bank notes of the Bank of Pennsylvania, to Mr. Johnston, Cashier of the Bank of Pittsburgh, for safe keeping. On the 2d of June, 1829, as I have stated, further accounts of mine as A. C. C. amounting to \$17,074 62 were settled by the Auditor General, and on that day by him transmitted to the State Treasurer for his approval. A few days afterwards, as before stated, I called on Mr. Mahon, at the Treasury Office, and was told by him that he had great difficulty in deciding the question, whether it was with me, or with my successor in office, Mr. Stevenson, that he had to settle the accounts then presented to him by the Auditor General, and to whom he should pay the balance due. I requested Mr. Mahon to step into the Auditor General's Office with me; he did so, and again mentioned to me, in presence of the Auditor General, the great difficulties with which he was surrounded—and said objections had been made to the settling of any accounts or paying any more money to me. I requested to know from whom the objections came—and he replied that they came from my successor in office, Mr. Stevenson. I asked

him if he had heard any objections from any other person concerned, the banks, or the contractors, then holding checks, or whether there had been any suggestion of fraud or unfairness from any quarter. He said, not a whisper; nor had he any doubt on that subject: It was the legal question that weighed with him, (or words to that effect,) and that he would take the opinion of the Attorney General, on the subject. Mr. Mahon was afterwards kind enough to show me his letter to the Attorney General, Mr. Ellmaker, and also his answer. I am extremely sorry that I have not copies of these letters to present to the public, as I feel anxious that all the facts connected with this case should be known. At this particular time, in the Auditor General's office, I assured Mr. Mahon that my sole object was to have my accounts settled, and the money due to the contractors paid by somebody—and for this purpose I pressed an early decision of the question on *his* part—that if there was a difference of opinion between him and the Auditor General, such difference might be laid, with his reasons, before the Governor, who was, by law, constituted the umpire. My accounts were settled from the 2d to the 12th of June, 1829, in parcels, upon the different lines, by the Auditor General, who did not send them in for confirmation, expecting, as he stated, to have the question, that would decide them *all*, settled upon the accounts *then* in the Treasurer's hands—but not having received his decision on the 12th, he sent in other accounts to the amount of \$59,996 68, as appears by the official copy of his certificate.—On the 12th, as I have before stated, I wrote to Mr. Mahon, pressing a decision on my accounts, or to let me know when I might expect he would decide. On that day, he told the Clerk, Mr. Keen, that he had again written to the Attorney General, and would decide as soon as he received an answer; at the same time mentioning *two days* as the probable time. Mr. Stevenson, it will be observed, had started home to Pittsburgh, by the northern route, on the 12th, with an advance of \$50,000 00, for *new work*, on new estimates—yet I was kept waiting at Harrisburgh to receive funds to pay accounts already settled and audited—acknowledged to be correct by the public officers of the State, whose duty it was to examine them—but the funds were withheld under the pretext that there actually existed a legal difficulty *as to who should pay my accounts*. I do not intend by these remarks now to make any complaint against the State Treasurer—but they are intended as a reply to that portion of Mr. Stevenson's extra-official report, in which he inveighs in such *dignified* terms about my having unnecessarily withheld from him the “books, papers, documents, accounts, &c.” necessary for him to proceed with a proper and careful discharge of his official duties.

It would ill become me, at this stage of the enquiry, to dis-

pute with the Treasurer of Pennsylvania. His reasons for declining to answer my repeated enquiries, and for withholding the money from me, and the contractors, after the Governor had decided in my favor, were no doubt satisfactory to himself; nor shall I impugn his motives; but surely the consequences that resulted from his infirmities, or Mr. Stevenson's malevolence, should not be imputed to me as crimes. The Auditor General and the State Treasurer having disagreed in their opinions in relation to the acts of Assembly respecting the appointment of Canal Commissioners, and their duties, &c. the subject was referred to the Governor as the legal umpire. On the 27th of June, 1829, he decided in my favor, in opposition to the opinion of the Treasurer, and on the 29th I received drafts for \$32,500 00, and returned to Pittsburgh on the second of July following. After distributing what money had been intrusted to me, as equitably as possible amongst the government creditors, in company with the Clerk of the Western Division, I proceeded to Spring Dale, where, after spending a few days in arranging "the books, papers, documents, vouchers, &c." on the 14th of July, 1829, I wrote to Mr. Stevenson the following letter:

"Canal-Office, Spring Dale,
Thursday, 14th July, 1829.

SIR:—

"I am happy to inform you, that the "books, papers, documents, and other things," that you are entitled to receive, will be handed over to you on Friday next, at this office, should you attend to receive them.

"You having, on the 11th of June last, demanded of me, in writing, whilst at Harrisburgh, the delivery of those books and documents, within seven days, it becomes necessary for me to inform you, *explicitly*, that the delay was occasioned principally, if not exclusively, by the objections you made to the settlement of my accounts, and the anxiety you discovered to take that business, as well as the receipt of the funds into your own hands; and, however *patriotic and pure* your motives and views might have been, I am sorry to inform you that *your good intentions* have been frustrated, and nothing but delay, pecuniary embarrassments, and injury to all concerned in the public works, has arisen from that interference."

Yours, &c.

.. LACOCK, late A. C. C.

JAMES S. STEVENSON, Esq.

A. C. C. Pittsburgh,

This letter was delivered to Mr. Stevenson, on the day of its date, as I am informed; and on the 17th, by his order, Messrs. S. Jones and W. Lecky, received every book, paper, or document he was entitled to, or had any use for—and *he knows it.*

But he did not get the "*receipts*." What right, pray, had he to the *duplicate receipts* of his predecessor—kept, as a matter of course, for his own security—the counter parts having, in conformity with law, been transmitted and delivered to the government? The complaint made by Mr. Stevenson, on this subject, is idle as well as ridiculous. He is so much a man of business, and so well understands his *own* interest, that he could not make any mistake in this matter, unless it was a wilful one. After having transmitted my receipts to the proper department, the duplicates were my own property—and I should not have given them to any one, much less to the man who had, (as I conscientiously believe,) a deliberate design to ruin me and my securities, by arresting, (or endeavoring to do so,) my accounts at the Treasury Department, and getting into his own hands, \$150,000 in money, for which I was accountable. But "he got no *cash book*!"—and for the best reason in the world—there never was one kept, nor any need of one—because, if kept, it could be no more nor less than an exact transcript of the receipts, specifying to whom, and on what contract paid, as will be evident from a careful reference to the books that were kept. Mr. Stevenson goes on to complain that "other useful papers," were withheld. I should really like to know what they were—and if he had been more *specific* I should have endeavored to have answered him. But there were no other "books, papers, documents, vouchers, &c." to which he was, in any wise, entitled—and *well he knows it*. The "contracts," he acknowledges to have received: the *accounts*, predicated on those contracts, had already passed through the hands of the accounting officers of the Treasury, and Mr. Stevenson had just about as much to do with them, as my successor, as he had to complain of the location of the Canal on the west side of the Allegheny river, after such location had been fully and finally settled. But the complaint of Mr. Stevenson, with regard to not receiving "the books, papers, documents, &c." is false, as well as idle. He was furnished with *all* that he was legally entitled to, and with *all* that was necessary to enable him to enter upon his official duties, with proper advisement. He was furnished with a set of books, showing the amount paid to each contractor, on each Section, Lock, Aqueduct, Culvert, Bridge, and every unsettled piece of work on the Western Extension of the Pennsylvania Canal, from Pittsburgh to the head of the line, near Blairsville. With regard to the baseness of the charge, it is only necessary for my justification to quote Mr. Stevenson's own language: "Whether a set of *regular* books were kept, and *retained*, by my predecessor, shewing the expenditure, by "him, of nearly two millions of dollars, I know not. If there "were, it seems most extraordinary that they should be with-

“held. *The books are the records of the division, and the property of the state!*” I would here humbly beg leave to ask, Mr. President, if such an *insinuation* as this, can, in any way, receive the countenance of the Board over which you have the honor to preside? The dark and reckless spirit which could dictate such slander as this, deserves that treatment from the public, which it almost uniformly receives. I, sir, on the present occasion, as I hope, will be pardoned by you, and the Board of Canal Commissioners, when I say explicitly, that contempt for the author of such fabrications would have been my only expression, had he not have been one of that Board.

But Mr. Stevenson further complains that the books received were not “posted up.” *This is true.* But it seems to me that Mr. Stevenson might, if he had exercised a little charity, have found sufficient cause for this omission, without arraigning the *motives* of those concerned. He says, in his report, that “the *whole* (of the past) season has been one of activity and vigilance on the line.” This is said by Mr. Stevenson in relation to himself, and a corps of Engineers, increased considerably above their former number. If this be the fact, that his Clerk and corps of Enigeers have been so arduously engaged, during the whole canal season, without putting any new line under contract, and only an estimate to pay at Blairsville once a month, on a line of about 25 miles in length, what time does he suppose there was left for posting books by them who preceded him, when a line of 105 miles was in vigorous prosecution, summer and winter, and where an estimate was paid every week, and frequently oftener?

The next charge made by Mr. Stevenson, which appears to call for my notice, is one in these terms:—“On the *old* lines several of the Locks will have to be rebuilt *next* season, owing in part to bad workmanship, but especially to the use of a bad material *forced* on the contractors, *under the name of Hydraulic Lime, at a great expense and loss to the state!*” I do not wish to stop to remark, that there is, at least, one description of persons in this world, who should have good memories.—Mr. Stevenson has saved me from that trouble. In something less than a page of his report, he subsequently remarks, speaking of his own services and the condition of the work—“*It is hoped the ensuing year may relieve the state from any heavy expenditure beyond the income.*” How these two parts of his report are to be reconciled is not for me to say.—In one breath he will have it “that several of the locks on the old lines will have to be rebuilt *next* season, *at a great expense and loss to the state*”—and in the next he is so kind as to “*hope* that the *ensuing year* may relieve the state from any *heavy* expenditure beyond the *income!*” The disingenuous nature of these ob-

servations, as well as their total irreconcilability, is about as fair a specimen of Mr. Stevenson's whole report, as could be well offered to the consideration of the present members of the Board of Canal Commissioners; some of whom, at least, I apprehend, must have at once seen through the design of Mr. Stevenson, to make all appear bad that went before him, and all entirely good under his own eyes—a sort of “self-righteousness overmuch” which no decent or respectable man in society will envy him.

But as to this *hydraulic lime*, or *cement*:—How utterly groundless this charge is, will appear from the following statement of facts:—By a provision introduced, *by order of the Canal board*, into the contracts for mason work, on the Western Division of the Pennsylvania Canal, it is stipulated, that if water lime be found in the neighborhood of the Canal, it shall be used by the contractors, *and its price be made an extra charge upon the government*.—How far this was “*forcing the material*” upon the contractors, is for impartial persons to say. Sometime in the summer of 1827, I was furnished by the late Samuel Mifflin, Esq. President of the Union Canal Company, with samples of the water lime, or cement, found in the neighborhood of the line of that canal, and likewise with such as had been used on the line of the New-York Canal, together with a chemical analysis of both. When complaining of the want of papers, Mr. Stevenson says—“Under such circumstances, almost every unsettled account, on the *old lines*, had to be examined by such TESTS as I devise.”—Now, whether the gentleman undertook to examine the hydraulic lime, or cement, by the same sort of “*tests*” which he used in examining “old books and papers”—and in which it is pretty evident no small proportion of “malice, ill-will, and uncharitableness” was used, I cannot say. But this I do know, and Mr. Stevenson also knows, that, according to the *resolution* of the Board of Canal Commissioners, if such lime or cement was found in the neighborhood of the Canal, I was bound to see that it was properly used—otherwise I should not have obeyed the peremptory orders with which I been furnished officially, as Acting Canal Commissioner.

Having compared these samples with a material found in the western country, known by the name of “bastard limestone,” I was led to believe it possessed the requisite qualities of a water cement, but was unable to find a person provided with a chemical apparatus for analysing it. In this state of uncertainty, N. S. Roberts, Esq. the principal Engineer, advised me to have a sufficient quantity prepared, by which its *quality* might be ascertained.—And finding an abundant supply of this stone on the Allegheny river, about seven miles above the mouth of the Kiskiminetas, I contracted with John Keen, Esq. of

Spring Dale, to burn and prepare not less than one hundred bushels of this lime—agreeing, if the lime should not be approved of by the Engineers, when fairly tried by the contractors, he should be paid a reasonable allowance for his trouble; but if the cement was found good, he should only receive the difference between common lime and it, from the government, and the balance of price must be paid by the contractors, according to the stipulations of their contracts, as they had all agreed to furnish common lime at their own expense. Before the water lime was prepared, however, Mr. Roberts, the principal engineer, had left the line, and was succeeded by Mr. Alonzo Livermore. To this respectable gentleman, (who, it appears, has escaped the censure of Mr. Stevenson,) I *officially* applied, requesting his *official* examination of this “*bad material, forced on the contractors under the name of hydraulic lime.*” Not having sufficient chemical knowledge myself, I felt this to be the only course left me to pursue, under the positive instructions of the board. To my request, I received from Mr. Livermore, a few days after, the following communication:—

“DEAR SIR,

“I have examined the limestone discovered by Mr. Keen; its appearance leads me to conclude that *it contains the proper ingredients of a water cement.* If the true course is adopted, in preparing the material, it undoubtedly will make a water lime, *equally good as any yet discovered in the United States.*

“Respectfully,

“Yours, &c.

“ALONZO LIVERMORE,

“Engineer.

“TO ABNER LACOCK, Esq.

“Acting Com’r. Penn. Canal.

“Kiskiminetas, July 9th, 1827.”

This communication, received from Mr. Livermore, when he certainly had no intention to deceive the government, to flatter me, or to profit the contractors, was received in good faith, and Mr. Stevenson well knows that *that* opinion was not lightly given; because he has already, I presume, seen the subsequent certificate of Mr. Livermore, in which he is joined by Mr. Hugh Smith, the superintendent of masonry on the Kiskiminetas and Conemaugh lines, as follows:—

“Pittsburgh, June 23d, 1829.

“We do certify, that the *water lime* manufactured by Mr. John Keen, has been used in the stone work, *generally*, upon the Canal line under our charge, and *we have no hesitation in pronouncing it a valuable discovery.* Where this lime has been used, with a due mixture of good sand, and well worked,

it has, by standing one year, or even less, become *nearly as hard as the stone itself*; and, particularly when kept entirely covered with water, or prevented from becoming dry by embankment, it has, IN ALL CASES, *done exceedingly well*.

“ALONZO LIVERMORE,

“Engineer of the Kiskiminetas and Conemaugh Line of the Penn. Canal.

“HUGH SMITH,

“Superintendent of Masonry.

“To A. LACOCK, Esq.

“Late Acting Com. of the West. Div. of Penn. Canal.”

James D. Harris, Esq. engineer, who appears, by some means or other, to have incurred the ill-will of Mr. Stevenson, was also consulted with regard to this *hydraulic lime*, or water cement. He was requested to give his opinion on the subject which he accordingly did on the 29th of June, 1829, without any special reference to any individual.

“*To all whom it may concern.*

“Having been requested to give my opinion of the material called ‘*water lime*,’ now furnishing by Mr. John Keen, on the Ligonier line, of the Western Division of the Pennsylvania Canal, I state that I know but little, from actual experiment, *as but little work has yet been laid in it*; but am of opinion, judging from its appearance, that it is analagous in its qualities to what has been used on the Allegheny and Kiskiminetas lines, *and have not the least hesitation in saying*, that when due caution is used in mixing the ingredients composing the material, with good sand, *it will be found to be a good water cement*. I can further state, that in a conversation which took place between Gen. Lacock, late acting commissioner, and Mr. Keen, relative to the price which should be allowed for water lime on the Ligonier line, I was called upon to give my opinion; and considering the difficulty of working the veins of limestone, in the country bordering on the Canal, the expense of erecting machinery and other fixtures, for preparing the lime; believing, also, that it was important that *inducements* should be held out, in order to obtain a certain supply, I gave it, as my opinion, that Mr. Keen should be allowed 25 cents, in addition to the expense of hauling, for each stroked bushel delivered on the line, when needed—Such part of the price as would be equal to the price of a bushel of common lime delivered, to be paid by the commonwealth. In this opinion, *Gen. Lacock appeared to coincide with me*. I, at the *same time*, gave it as my opinion, that a much larger proportion of common lime might be

used in the stone structures, than had been customary, in order to produce as great a saving as possible.

"JAMES D. HARRIS,

"Engineer.

"For Gen. LACOCK.

"June 29th, 1829."

Let us now, for a single moment, refer back to the paragraph in Mr. Stevenson's report, of the 9th Dec. 1829. He says—"On the OLD lines *several of the locks* will have to be rebuilt *next* season; owing, in part, to bad workmanship, but *especially* to the use of a *bad material*, FORCED on the contractors, under the name of hydraulic lime, at a great expense and loss to the state." Those who know Mr. James D. Harris, the late engineer on the Ligonier line, will hardly doubt his statements, even if they should be in opposition to those of the *Honorable* JAMES S. STEVENSON. I have, during my official intercourse with him, never had occasion to doubt or suspect him. He is both careful and cautious; and, I feel no doubt, is, at the present time, ready to give such a statement as would at once satisfy the present board of canal commissioners; and, perhaps, remove all suspicions from the mind of Mr. Stevenson, himself, provided it was composed of the ordinary materials of those of the good people of this commonwealth. Mr. Stevenson had not yet *fully* entered upon the duties of his office, as acting canal commissioner, until he began himself to lay the foundation of *future* complaints. It will be recollected, that on the *fourteenth* of July, 1829, I officially notified Mr. Stevenson of my readiness to deliver to him "all the books, papers, documents, and other things," to which he was entitled. That he had been "sowing the seeds of mischief," as far as possible, particularly with regard to this "BAD material, FORCED on the contractors, under the name of hydraulic lime, at a *great expense and loss to the state*," among the contractors, on one of the lines at least, I am bound to believe, by the certificate of Mr. James D. Harris, Engineer, a copy of which was furnished to me by the contractor:—

"Blairsville, July 13th, 1829.

"To the contractors for stone-work, on the Ligonier line.

"I was present on the *eighth* inst. at a conversation which took place between Mr. John Keen and Mr. Stevenson, acting commissioner, respecting the lime now delivering by Mr. Keen. Mr. Keen stated (in my presence) to Mr. Stevenson, that he had understood from some of the lock contractors, that Mr. Stevenson had forbidden them from taking any more of his (Keen's) lime; and also, that after getting paid, at the last estimate, for the lime there delivered, he had told some one or two of the contractors *that they need not pay Keen*. Mr. Stevenson, in

answer to this, said, that it was *only* in cases where the contractors had a *large quantity of lime on hand* that he directed them not to receive any more; in such cases he told them not to receive any more *for the present*. He (Mr. Stevenson) further said, that he did not interfere for the purpose of preventing the contractors from taking their lime from Mr. Keen; nor would he interfere; but would pay for the lime, when approved and estimated by the engineer. In answer to the question whether he had told certain contractors, after the lime had been taken into their estimates, and paid for, that they need not pay Mr. Keen, *he gave an unqualified denial*—but said, that he had told some of them, *they might either pay him or not, as they chose*—but did not, nor would not, exercise any authority in the case, as he acknowledged he had none—but *viewed it in the light of a private transaction of the contractors, OVER WHICH HE HAD NO CONTROL*. He furthermore repeated, that he would not, directly or indirectly, interfere to prevent Mr. Keen from furnishing the lime where needed, but would consider himself bound to pay for it when approved and estimated by the engineer.

“The above statement I have been requested to make, to counteract impressions said to exist in the minds of some of you, (contractors for stone-work,) that you will not be allowed for the lime furnished by Mr. Keen. This, it will be clearly seen, is a mistaken notion, *and evident from the face of the contracts*—as the power of approving and estimating materials rests with the engineer.

“Your obedient servant, &c.

“JAMES D. HARRIS.”

Mr. Harris appears, from the whole scope of Mr. Stevenson's report, to be in bad odour—for what particular cause is entirely unknown to me. Let Mr. Harris and the other gentlemen accused, defend themselves. But, sir, I trust from a perusal of these certificates it will fully appear that *my* conduct about this “bad material” called “hydraulic lime,” used, or as Mr. Stevenson says, **FORCED** on the contractors, at a great expense and loss to the state, was beyond the reproach or accusation of Mr. Stevenson. It appears, by these certificates, that I have strictly pursued the letter of the contracts established by the board, in relation to the *water lime*—nor could there have been, as I think, a better method devised to secure the government from fraud and imposition, than the one devised by me, with the approbation of Mr. Roberts, the Engineer of the line. The contractor was *obliged* to furnish the water lime—the quantity and quality were subject to be controuled by the engineer and superintendents of the mason work. The contractor might either provide it himself, or purchase it from whomsoever he pleased. I never even went so far, as I can recollect, as to ad-

wise a contractor of whom to purchase water lime. If it was purchased by the contractor himself, he was interested in getting good measure, as about half the price of the article was to be paid for out of his own pocket, the quality approved of by the engineer, and the residue made an extra charge, for which the contractor had credit with the government—and to him, and to him only, did the person who furnished the lime look for its value. So much for this “bad material” being “FORCED on the contractors.”

It is true, however, that Mr. Keen furnished nearly all the *water lime* used on the line; but this was owing entirely, as I conceive, to the enterprise, industry, and punctuality of the man himself—and to no other cause that ever came within my knowledge. One or two attempts were made by others, to set up works in opposition, but they utterly failed. To me it is not a little strange, that, anxious as Mr. Stevenson appears to be not to put at hazard “whatever of humble reputation he may possess,” he should have so deliberately undertaken, reckless of all consequences, to decide and condemn without a knowledge of the *facts* of the case—and that he should have gratuitously asserted, as he has done, that “*several* of the locks will have to be re-built next season, at a *great expense and loss to the state*”!!!

The malignity and perversity of Mr. Stevenson’s mind, is so strongly exhibited throughout his whole report, that to those who are acquainted with the private character of the man, and the *actual situation of the public works*, throughout the western division of the Pennsylvania canal, comment and elucidation are alike unnecessary. But to those who know not the man *personally*, and derive their knowledge of facts from his report alone, some further explanation may not be deemed unnecessary. In *his* report to the Board, of the 9th Dec. 1829, speaking of the *present* situation of the works, he goes on to say, that “on the old lines *SEVERAL of the locks will have to be re-built NEXT season*, owing in part to *bad workmanship*, but especially to the use of *a bad material*, forced on the contractors, under the name of hydraulic lime, *at a great expense and loss to the state.*” In the general report of the Board of Canal Commissioners, of the 18th of December, 1829, transmitted by the Board to the Governor, and by him communicated to the legislature, on the same day, it is said, (adopting, in some measure, the subsequent language of Mr. Stevenson himself,) “The navigation has hitherto been *more* a matter of *experiment* than *a regular business*, but it has confirmed the opinion entertained of the ultimate value and utility of *this great public work*. It is believed the amount of the tolls which will be received, *within the ensuing year*, on the divisions of the canal now navigable, may be *fairly estimated* as follows, viz. on the WESTERN DIVI-

sion, *thirty thousand dollars.*" In this latter report of the Board, Mr. Stevenson, as one of its members, concurred; and it adopts, in one particular, his precise language. It is left for the ingenuity of Mr. Stevenson, to reconcile these different statements with *truth* and *probability*. I would humbly ask, how it could be possible for the *board* FAIRLY to estimate the tolls arising from the western division of the canal, *within the ensuing year*, at \$30,000, if it be true, as Mr. Stevenson says, that *several of the locks will have to be re-built, next season*—that is, during the *same* season in which it is calculated that \$30,000 will be produced by the tolls of the canal? One or the other of these reports must, of necessity, be *untrue*—and it may be some gratification to the Board to know, that neither falsehood nor misrepresentation has been by me, on any occasion, attributed them, as a body. When I state that the Board, in their report to the Governor, have adopted, in *one* particular, the *precise* language of Mr. Stevenson himself. I allude to that part of Mr. Stevenson's report, in which he says, in order to praise himself and to disparage his predecessor—"The *whole* season has been one of *experiment*, as regards that part of the canal into which the water has been admitted—(from Pittsburgh to Blairsville, a distance of 75 miles,)—and *unceasing activity and vigilance* has been required to repair and prevent breaches, and to secure and strengthen the works, and *provide against the evils of its original construction.*" The *EVILS* of its *original* construction, indeed! Mr. Stevenson has not condescended to specify what these evils are—we are therefore left to conjecture. But the Father of Evil himself, could hardly have prompted a grosser misrepresentation. To cap the climax, however, of inconsistency, the gentleman, in a modest and rather subdued tone, assures us—"It is *hoped* the ensuing year may relieve the state from any heavy expenditure *beyond the income.*" We thus are made acquainted with the *extent* of the *evils of the original construction of the canal*, according to Mr. Stevenson's ideas.—These evils are not to cost the state any heavy expenditure beyond the \$30,000 to be received for tolls, although several of the locks on the old lines will have to be re-built next season! The re-building of these locks is to be a trifling matter, in one sense, but a very serious concern in another—*trifling*, when we consider the "unceasing vigilance and activity," of the acting commissioner—but *serious*, indeed, when we regard the past labours of his predecessor.

I have already stated that I delivered to Mr. Stevenson, on the 17th of July, 1829, "all the books, papers," &c. to which I conceived him entitled.—I still found myself labouring under difficulties with regard to procuring the necessary funds to fulfill my engagements on part of the state. Accordingly, on the

20th of July, 1829, I dispatched a special messenger to Harrisburgh, with the following letter:—

“Pittsburgh, 20th July, 1829.

“To the Board of Canal Commissioners.

“GENTLEMEN,

“The funds provided for canal purposes having been paid exclusively in the notes of eastern banks, upon the condition of being paid out to contractors, it has become necessary for me to send a *special messenger* to Harrisburgh, for the purpose of obtaining the funds, and bringing them on to this place. I flatter myself that the Board will see the justice and propriety of providing, by a resolution of the Board, *for defraying the expenses* that will necessarily be incurred by this mode of payment, which appears to be the only alternative that presents itself, at this time, to save the contractors from ruin.

“Respectfully, yours, &c.

“A. LACOCK, *late A. C. C.*

With respect to the claim for payment of the expenses of the *special messenger*, sent to receive the funds directed to be paid to me, the Board of Canal Commissioners, taking the peculiar circumstances of the case into consideration, passed a *resolution*, directing the acting Canal Commissioner of the western division of the Pennsylvania Canal, (*Mr. James S. Stevenson*), to pay the account, amounting for stage hire and incidental expenses to the sum of \$32—and I was furnished by *Mr. Shunk*, the secretary of the Board, with an official copy of that resolution. *Mr. Stevenson* was presented with the account for \$32, together with the official copy of the resolution, accompanied with a receipt for the payment, and payment of the amount demanded. Assuming, as is usual with him, no inconsiderable portion of official dignity, he absolutely, in very peremptory terms, refused to pay it, alledging *that the Board were in error, in passing such a resolution, and that they would re-consider it at their next meeting!* The matter rested here until the next meeting of the Board of Canal Commissioners, when I communicated to them the fact of *Mr. Stevenson's* refusal to pay the account, and asked their interference. The Board then referred my letter to *Mr. Stevenson* himself, directing him to report to the Board, at their next meeting in December, *his reasons for refusing payment of an account officially directed by the Board to be paid.* At a meeting of the Canal Board in December, *Mr. Stevenson*, altho' called upon, REFUSED to make any report on the subject, as I am officially informed by *Mr. Shunk*, the secretary of the Board. And here I would remark, that the money was not originally withheld by *Mr. Stevenson*, from me, for want of funds, because the person authorized to receive the amount for me, on the same day the account was presented

to Mr. Stevenson for payment, received from Mr. Stevenson, on his own account, a considerable sum; and to that person he expressly stated that he then had funds in his hands for the payment of such accounts as were presented. He has, therefore, not only refused payment of an account officially ordered to be paid, but he has refused to obey the directions of the Board to assign *his reasons* for his non-compliance with their official order—thus treating me with gross injustice, and the Board with sovereign contempt. The account remains unpaid up to this day. In this *small matter* we have pretty strong evidence of the *disposition* of Mr. Stevenson towards me—for although bound to obey the orders of the Board, and acting under oath, he has contrived to disobey without censure, and to do a personal injury without leaving to the injured any mode of redress.

The same messenger who carried the foregoing letter to the Board of Canal Commissioners, also conveyed the following to the State Treasurer:—

“Pittsburgh, 20th July, 1829.

“DEAR SIR,

“I have heard that you have in your hands funds that consist of eastern bank notes, trammelled with the condition of being paid out to contractors. Such is the distress of the government creditors on the work, that I have sent on Mr. Keen, authorized to receive the balance due me, in such notes as you have received from the eastern banks; pledging myself that they shall not be deposited in any bank, but paid out in conformity to the conditions imposed upon you by the banks from which the loan has been obtained. Be assured that nothing could have induced me to undertake this duty but commiseration for the contractors who have so long suffered, and are now suffering for the money.

“I am your's respectfully, &c.

“A. LACOCK, *late A. C. C.*

“Alex. Mahon, Esq.

“State Treasurer,

“Harrisburgh.”

This correspondence is no farther material to the subject of this communication, than it goes to show my untiring zeal in endeavouring to procure *a speedy adjustment of my accounts*, in order that Mr. Stevenson might, as early as possible, find the road entirely clear for his operations. No other man, in Pennsylvania, than Mr. Stevenson, I verily believe, would, under all the circumstances of the case, have made the accusations and insinuations against me, in an official report, that he has done. But, even in the spirit of fault-finding, if he had adhered to any thing like the truth, I should have passed his

report by, as I have often heretofore done the revilings of the interested and the ignorant, and been silent in public as well as in private—trusting to the good sense and candid feelings of my fellow citizens, for my justification.

And here permit me to remark, that not long since I had occasion to be perfectly satisfied, that the course pursued by me with regard to detaining in my own hands the duplicate receipts taken for money paid, rather than delivering them up to my successor, was the *correct* one. On the 18th day of September last, I made up and transmitted per mail, from Spring Dale post office, to the Auditor General, at Harrisburgh, the balance of my accounts and receipts, with the exception of two or three that could not be procured, in consequence of the absence of the contractors. This package was large, carefully secured with tape and wax—but, by some means or other, never reached its place of destination, nor have I ever been able yet to ascertain its fate, although strict enquiry has been repeatedly made of the several post masters concerned, and no robbery of the mail has taken place, on the route between Pittsburgh and Harrisburgh, during this time, that I have heard of. The amount embraced in the receipts thus sent by mail to the Auditor General, and either mislaid, lost, or stolen, is \$4600 56.—This loss I have since supplied by a new account, accompanied by the *duplicate* receipts, which Mr. Stevenson was so extremely anxious to get out of my hands. Had I not retained them, as I was fully authorized to do, (and of which authority I had the best legal advice,) I should now be placed, in all probability, in the very situation in which it was the *intention* of Mr. Stevenson, from the beginning, to place me. As the package mislaid, lost, or stolen from the post office, could be of no use to honest post masters, or even to those persons, not post masters, who occasionally rob the mail; I have very little doubt that when all my difficulties in the settlement of my accounts are at an end, that the papers will be discovered somewhere—hoping, as I most sincerely do, that they may not be found in the hands of any of those who appear to have an *interest* in slandering my *public* character, or who take pleasure in vilifying my *private* reputation as a citizen.

Falsehood and misrepresentation, when intended only to affect *individuals*, sometimes extend their baleful influence to the injury of the *whole community*. We have a striking example of the truth of this received axiom, as it respects Mr. Stevenson's report, of the 9th of December, 1829. Based upon the false and unfounded representations contained in that report, we have seen official communications reach the legislature, embodying those representations in an official form, and preferring the charge of "prodigality and profusion, without accountability," not only against *me*, but against *all* the respon-

sible agents of the government, connected with the prosecution of the public works! So true is it, that *individual malice*, when prompted and encouraged by a disregard for truth, and a disposition to misrepresent, may not only succeed in destroying or maiming the object of its hate, but at the same time permanently injure the cause it intended to serve. When public agents, acting under the solemn obligations of an oath, make up, and cause to be published, *such* OFFICIAL reports as that delivered by Mr. Stevenson to the Canal Board, on the 9th of December last, ought we to be surprized that their assertions and suggestions are adopted as true, as well by the uninformed mass of our fellow citizens as by those high in authority?—Should we be surprized at existing prejudices against obnoxious individuals, when we reflect for a moment on the the *official pains* taken to feed the public credulity with slander and falsehood, by those who are bound in honor, as well as by oath, to report only facts, and to state only what is true, without hatred, malice, or ill-will. Let Mr. Stevenson, then, take to *himself*, the consequences of having so mystified and misrepresented the conduct of his predecessor, (who never had, on any occasion, afforded him the slightest cause of personal complaint,) as to have led to the official promulgation of the charge of “prodigality and profusion” against a body of men, who, it is candidly believed, laboured incessantly for the public welfare, governed by the principles of justice and economy.

In the 4th page of his report, Mr. Stevenson says: “On the commencement of *my* duties, I found a number of persons *uselessly employed*, and at a *great expense to the state*, IN DIGGING DOWN HILLS in the vicinity of the canal, on the older lines, under the *pretext* of removing hill slips! This was immediately terminated, and there has not been a necessity for removing one cubic yard of slip bank, from the first of July to the present period.—(December 9th, 1829.) The payments made by me for slips, were for work done *before* my time. A *great* number of persons were also in employ under contracts for *making repairs*; these were promptly reduced. The principal part of the payments made by me under this head, were for claims prior to the first of July last.”

This paragraph is about as good a likeness of Mr. Stevenson himself, as could well be drawn by the most skilful artist. It is also a fair specimen of that spirit of misrepresentation and disingenuousness which appears to have governed Mr. Stevenson throughout his public conduct, and particularly that part of it relating to his report. That the hill slips were generally removed, and every thing else done that was necessary to open the navigation, when he first took charge of the line, is very certain. But it would require the censorious and uncharitable feelings of malevolence itself, to construe into CRIME, what the

public interest made INDISPENSIBLY NECESSARY. If, however, Mr. Stevenson dismissed so many useless hands, and went so far in curtailing active operations on the line—and if his COMPETENCY and VIGILANCE so far exceeded those of his predecessor—I would rejoice to hear some good reason for the great increase in the number of his engineer corps. Why was the *rank and file* of his army disbanded and his *officers* multiplied? I should like to see this paradox explained and reconciled with HIS “rigid principles of economy.”

The intended implication of Mr. Stevenson, when he talks about finding, on the old lines, a *number* of persons *uselessly* employed, at a *great* expense to the state, in digging down hills, in the vicinity of the canal, under the *pretext* of removing hill slips, cannot be mistaken. The accusation, in plain English, is this: That I had corruptly kept in the public employ a number of persons, at a great expense to the state, in digging down hills, in the vicinity of the canal, not for the purpose of necessarily removing obstructions to the public works, but for the accommodation of individuals, under the paltry *pretext* of removing hill slips! Is there a single individual on the whole line, who will second Mr. Stevenson in this malevolent attempt to criminate me before the public? No, not one. It was left, indeed, to the baseness of one man’s heart, and one alone, to trump up a charge founded in falsehood, conceived in the spirit of wickedness, and evincing, as it does, a total disregard for all the rules of morality and self-respect. I cannot consider the accusation, unfounded as it is, to have proceeded from Mr. Stevenson with any other view than to administer, as far as in him lay, to the malignant passions of that faction, of which he boasts to be among its master spirits. The *honor* which he will acquire, with his immediate partizans, by so flagrant a violation of the sacred injunctions of the *ninth* commandment, will certainly not be envied by those who are in the habit of regarding the duties which they owe to their God, their country, and their own consciences.

Mr. Stevenson appears to consider “an oath or affirmation,” when required by law, to be of the highest importance; and in this I concur with him—that, when taken, it should be strictly obeyed. He informs us that he himself is acting, in his public capacity, under the solemnity of an oath—and yet, strange to say, he asserts, that on entering upon the duties of his office he found a *number* of persons, *uselessly* employed, on the old lines, (*recently under my superintendence,*) at a *great expense* to the state, in *digging down hills*, in the VICINITY of the canal, under the PRETEXT of removing *hill slips*! The man who could, under any circumstances, (much less under oath,) suffer himself to be betrayed into such a representation as this, must, in my humble opinion, have a *very great regard* for the

solemnity and sacredness of an oath of office. Regarding *oaths office*, when required by law, as of great importance, (as I myself sincerely do,) Mr. Stevenson proceeds to say, that “the first section of the act of the legislature, approved 10th of April, 1828, requires that each engineer, assistant engineer, superintendent, target-men, clerk, &c. shall *take an oath or affirmation* before some alderman or justice of the peace, to *perform the respective duties of their office with fidelity and impartiality*. On my reaching the division, I found to my surprise that in *no instance, as far as I could learn*, had any one of the *engineers or assistants taken this oath*, though estimates to the amount of upwards of a million of dollars had been taken by them subsequently to the passage of the law. I therefore directed an immediate compliance, and the oaths were generally taken about the 1st of July, by the engineers appointed or continued in service. On the 22d of August I received a letter from the Auditor General, directing a compliance with this law, a copy of the reply, made on the same day, will be furnished the board if required.” The object of all this is pretty plain—that is, as plain as broad *INSINUATION* can make it. It is, that although the law provides that the engineers, assistants, &c. should be sworn, I had neglected *my duty* so far as to permit these officers to proceed in the discharge of their duties, without first taking care that they had, in this particular, complied with the requisites of the law—ergo, this neglect, so *surprising* to Mr. Stevenson, was for no very justifiable purpose, because estimates to the amount of upwards of a million of dollars had been *taken* by them and *paid* by me, subsequent to the passage of the law. When Mr. Stevenson, in his official report, undertook to refer to the law, he ought charitably to have quoted it fairly. This he has not done—but has acted, in this particular, with his usual disingenuousness. The words of the law are these:—“and each of the canal commissioners, the engineers and assistant engineers, superintendents of construction, and target-men, the secretary of the board of canal commissioners and clerks, shall take an oath or affirmation, to be administered by some judge, alderman or justice of the peace, to perform their respective duties with fidelity and impartiality, which affidavit shall be filed in the office of the secretary of the commonwealth.” I think it will be generally admitted, that this extremely scrupulous gentleman, Mr. Stevenson, ought, undoubtedly, to have made some reasonable enquiry into this matter before he undertook to make this *OFFICIAL* statement, with an intent, by implication, to charge this neglect, even if it did exist, to *my account*. It was never enjoined upon *me*, by law, or any resolution of the board that I know of, to have the engineers, &c. sworn; nor had I, at any time, any greater control over them, in this respect,

than they had over me. I took the oath, prescribed by law, at Harrisburgh, along with the rest of the board; and if the engineers, assistants, &c. did not take it, the fault surely was not mine. The engineers, &c. spoken of by Mr. Stevenson, who certified the estimates, were appointed by the board, and not by me—nor had I the power given to me to remove them.—My duty was a circumscribed one, plain and explicit.—It was to make contracts for the work, and to see that these contracts were faithfully executed. The duties of the engineers, &c. were separate and distinct from mine, the discharge of which I had no right to control—and in all disputes and disagreements between the acting commissioner and the contractors, they were constituted the umpires—and, in this regard, not unfrequently controled the acting commissioner. Whether *all* the engineers and assistants were, or were not sworn, I will not pretend to say: those with whom I have had an opportunity of speaking, since the fact has been published by Mr. Stevenson, have informed me they were not sworn, and acknowledged it an omission on their part, not mine. As I was not directed to perform this duty—as no request or communication was ever made to me respecting it—either by the accounting officers of the government, or by the Board of Canal Commissioners—you, sir, can well imagine, that the engineers, assistants, &c. might easily neglect this part of the requisitions of the act of the 10th of April, 1828, without censure being attached to me for such neglect. The constitution, I believe, requires the Governor to see that the laws be faithfully executed—and, when a reasonable time had elapsed, after the passage of the law, and no oaths of office had been *filed in the office of the secretary of the commonwealth*, I should suppose the neglect should be chargeable to some person other than myself. It appears, however, that Mr. Stevenson received a letter from the Auditor General, directing a compliance with the law.—Had such directions been sent to me, they would undoubtedly have been explicitly obeyed. With respect to these oaths of office, Mr. President, I would humbly beg leave to ask—Do you, sir, believe that any of the acts of Assembly have given authority to any member of the Board of Canal Commissioners to report, *officially*, what is not strictly true? Are the official reports of the acting Canal Commissioner made on oath or affirmation, or not? Does the acting commissioner take any *other* oath than the one taken by the rest of the members of the Board? By some these questions may be considered idle as well as insidious—but let those who pretend to regard as all important the administering of an oath or affirmation, in such cases, specially recollect, that without being either sworn or affirmed, they are bound by the laws of God, not to bear false witness against their neighbours. I mention this now, with

that due reverence, which I hope I shall ever entertain, of those solemn injunctions by which I myself am bound to do justice, love mercy, walk humbly, and to abhor all slander, ill-will and uncharitableness.

As Mr. Stevenson has assailed, in a cowardly and barbarous manner, and in an *official* report, the characters and conduct of *Nathan S. Roberts*, Esq. and Mr. *James D. Harris*, Engineers, and Mr. *R. L. Keen*, the Clerk of the western division of the Pennsylvania Canal, I think it a part of my *duty*, Mr. President, as well as an act of *justice*, to state, that so far as I am capable of judging, these gentlemen were all fully competent to the discharge of their respective duties—possessing industry, activity, and incorruptible integrity. The attack on them, by Mr. Stevenson, was uncalled for, in every point of view. They were all long out of the public service, and the two first, Messrs. *Roberts* and *Harris*, at a distance from the public works and the seat of government, engaged in other duties—and it is highly probable that the official slanders of Mr. Stevenson may not reach them, until prejudice and misrepresentations may have done them a serious injury with the public. How *meritorious* it was then, for Mr. Stevenson, officially, but unnecessarily, to attack these individuals, under such circumstances, let an impartial public decide. Mr. Stevenson has endeavoured to fix on them the odious reproach of being *unfaithful public agents*—a stigma which I feel well assured they do not deserve—but that, on the contrary, they are, individually and collectively, as far above Mr. Stevenson, in the attributes of *honor*, *truth*, and *fidelity*, as it is reasonably possible for one man to be above another. Whatever of reproach may be contained in this sentiment, let Mr. Stevenson take it to himself, individually. He, who when clothed with the garb of official dignity and responsibility, has, like the flying Parthian, thrown his poisonous darts on his retreat—cowardly attempting to assail the fair fame and good character of those who could not either officially answer or personally reply—deserves not to be treated with the usual courtesies due to an honorable and chivalric foe:—In all the bitterness of spirit, and malignity of heart, which usually characterize assailants of a contrary character, Mr. Stevenson has officially given to Messrs. *Roberts*, *Harris*, and *Keen*, one character—I have, as I believe, justly and impartially, given them their true one—one which their individual merits justly deserves. Let those who are intimately acquainted with us all—let an unbiassed and unprejudiced public, judge between Mr. Stevenson and myself in this matter.

I owe you, Mr. President, and the Canal Board, as well as my fellow citizens generally, perhaps, an apology for thus intruding myself upon their notice. Had this been an ordinary case of dispute between two or more private individuals, I

should have reposed in silence, in the shades of retirement, trusting to time and the prevalence of a better spirit in the management of our public affairs, for my vindication. But, sir, in this case, you will be kind enough to recollect, that Mr. Stevenson's malice and misrepresentation have been put forth in the form of a public document—received by the Board over which you preside, in an official form—communicated by the chief magistrate of the state to the representatives of the people, for their special information—and by them authorized to be printed and distributed throughout the state, at the public expense—franked by the members to their constituents, to the North, the South, the East, and the West. So that Mr. Stevenson, enjoying the honors and emoluments of a public station, has chosen to exercise his power of endeavouring to injure me, throughout the state, at no cost to himself, but at the expense of the state. His unfounded and scandalous misrepresentations and insinuations, have thus been wafted far and wide, corrupting and misleading the public mind on a subject in which I must acknowledge I feel deeply interested. Could I, then, sir, do otherwise than I have done, with a proper regard for my own character—endeavour, *at my own expense*, as far as practicable, to counteract the calumnies put forth by this man, for no other purpose than to destroy what little reputation I may honestly have acquired among my neighbours and fellow citizens—calumnies rendered doubly atrocious on the part of the author, who has travelled out of the correct line of his official duties, in order to place my name with dishonor in the public archives of the state. Will not this view of the subject, sir, excuse me, in the evening of my life, for deviating a little from the usual course which I have hitherto pursued with such detractors and calumniators as the *Hon. James S. Stevenson*? And, taking all circumstances into consideration, is it too much, on my part, to ask of you, as a friend, as well as the president of the Pennsylvania Board of Canal Commissioners, to lay this communication before the Board for their information? I respectfully ask that it may be laid before the Board—and shall feel grateful if this request be complied with. Lest, however, from prudential, or other motives, you should decline a compliance with this reasonable request—and as too much time has already elapsed, to afford the poisonous misrepresentations of Mr. Stevenson to speed uncontradicted throughout the state, and particularly among the members of the legislature—I shall take the liberty of enclosing copies of this letter to the members of the Board of Canal Commissioners, individually, including Mr. Stevenson himself—to the members of Assembly, the Governor, heads of departments—and to such other persons as I think disposed to examine the subject matter with impartiality, and to decide between us according to the usual rules of justice.

In conclusion, and by way of a further apology for obtruding myself upon your notice, Mr. President, and that of the public, I submit the following facts:—

In the spring of 1825 I was unexpectedly, and *without solicitation*, appointed a member of the Pennsylvania Canal Board, in place of *Albert Gallatin*, resigned. I accepted the appointment with cheerfulness, having the vanity to suppose that I could, in that capacity, be in some measure useful to the state. The first year I spent in assisting to explore or discover a suitable route for the canal across the mountains. In the year 1826 I was appointed acting canal commissioner, and late in the season commenced operations on the Allegheny river. In the two succeeding seasons, and up to the 1st of June, 1829, seventy-five miles of the line were completed, and nearly thirty miles beside put under contract, and in a great state of forwardness. Both seasons were unfavorable for canal operations; and besides this, the difficulties necessary to be overcome by aqueducts, dams and tunnels, were of serious magnitude. Nor were the hill slips to be encountered, and the precipitous mountains, along the sides of which the canal had to be carried, less embarrassing and repulsive:—and yet we find that all these obstacles were removed, and the navigation opened in a much shorter time than any public improvement of equal magnitude ever before undertaken. It is proper to observe, that during the time I was in the service of the Board, besides attending to my duties on the line, I attended all the regular meetings of the Board in Harrisburgh, except in a single instance—and *within that time gave to the public one whole year of my services, for which I never received a cent by way of remuneration*. I mention this, on the present occasion, not by way of complaint. I did no more than it was my *duty* to do, after I had accepted the trust. Nor have I any cause to boast, (like my successor, Mr. *Stevenson*,) of “*making private sacrifices*” for the public good. But, I think, that from what was done, not only by myself, but those associated with me, we should have been at least exempted from undeserved censure and malignant reproach.

I have the honor to be, sir,

With much respect and regard,

Your humble servant, &c.

A. LACOCK.

Beaver, March 1st, 1830.

